



INVITATION FOR BID

FOR

TOWN FY24 ROAD IMPROVEMENT PROGRAM

IFB # 2024-01

LEGAL NOTICE
INVITATION FOR BID FOR TOWN FY24 ROAD IMPROVEMENT PROGRAM

The Town of Loxahatchee Groves is soliciting sealed bids from responsible and experienced contractors for IFB# 2024-01 "Town FY24 Road Improvement Program" to include road prep work, paving, striping, speed tables and miscellaneous construction work services. The awarded contractor will receive a notice to proceed for one or more segments of the associated work which will include the time for completion of such segment(s).

Bid documents may be downloaded at the Town's website at: www.loxahatcheegrovesfl.gov or online at www.demandstar.com starting on February 6, 2024.

- Electronic submittals will only be accepted when submitted through DemandStar. E-mailed submittals will NOT be accepted.
- Paper submittals (one original and one PDF Copy, either CD or thumb drive) may be delivered to the Town Clerk's Office at the address below:

Town Clerk
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

Time is of the essence. Any bid received after **March 13, 2024 at 2:00 PM** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Town Clerk's Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for ensuring that their bid is received and stamped by the Town Clerk's personnel by the deadline indicated. All submittals will be publicly opened and read on **March 13, 2024 at 2:00 PM.**

A mandatory pre-bid meeting will be held on **February 21, 2024, at 10:00 AM.** Local Time in Town Hall, 155 F Road, Loxahatchee Groves, Fl. 33470. In accordance with Florida Statutes, Section 119.071, proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right in its sole discretion to withdraw this IFB, to accept or reject any or all IFB submittals (in whole or in part) with or without cause, to waive all technicalities, nonmaterial irregularities or informalities on any and all proposals, to re-advertise, and/or take any other such actions that may be deemed to be in the best interest of the Town.

Any and all questions regarding this solicitation shall be directed to the Office of the Town Clerk, 155 F Road, Loxahatchee Groves, Florida 33470: Phone: 561-793-2418 or email: voakes@loxahatcheegrovesfl.gov.

PUBLISH: Palm Beach Post on February 9, 2024 & DemandStar on February 6, 2024

SECTION 1 – SCOPE OF WORK AND TENTATIVE BID SCHEDULE

TOWN FY24 ROAD IMPROVEMENT PROGRAM

The Town of Loxahatchee Groves is soliciting bids from responsible and experienced contractors to provide roadway, striping and miscellaneous construction work services. The awarded contractor will receive a notice to proceed to complete one or more segments of the associated roadway work.

The scope of work is generally described as follows:

Roadway – milling, paving, subgrade construction, base construction, traffic calming and other miscellaneous roadway related work

Striping – thermoplastic striping, speed table markings, stop bars, and other related work

Miscellaneous – MOT and other related work

The “Town FY24 Road Improvement Program – List and Sequencing of Roads to be Improved” is attached hereto as **Exhibit A** and incorporated herein. A more detailed scope of work for the road improvements are attached and incorporated herein as composite **Exhibit B**.

All work shall be constructed in accordance with these bid documents. A copy of the bidder’s (and subcontractors, if applicable) qualification letters must be attached to the bid.

The Town intends to award a contract to a single contractor who is the lowest responsible, responsive bidder. **A payment and performance bond equal to 100% of the cost of the Contract will be required prior to commencement of the work.** The project manager will send a notice to proceed to the contractor(s) after obtaining Town Manager’s office or Town Council approval as applicable.

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the Town finds it necessary to change any of these dates and/or times, the change will accomplished by addenda. All dates and times are subject to change at the Town’s discretion.

ACTION

COMPLETION DATE

Notice of Participation in Pre-Bid Meeting

February 16, 2024, at 4:00 PM

Mandatory Pre-Bid Meeting

February 21, 2024, at 10:00 AM

Final Questions Due

February 26, 2024, at 4:00 PM

Addenda Published

March 6, 2024, at 5:00 PM

Bids Due

March 13, 2024, at 2:00 PM

SECTION 2 – SPECIAL TERMS

1. **Pre-Bid Meeting.** Mandatory Pre-Bid meeting is scheduled for February 21, 2024, at 10:00 AM at Town Hall, 155 F Road, Loxahatchee Groves, FL 33470 and will include a field survey of the of the work area. Interested Bidders should notify the Town of their intent to attend by February 16, 2024 at 4:00 pm by email to voakes@loxahatcheegrovesfl.gov so the Town may provide adequate transportation for the field survey.

2. **Time of Completion and Liquidated Damages.** Each segment of the work to be performed under this project shall commence and be fully completed within the times identified in each segment's respective notice to proceed.

The Town and Contractor recognize that the time for final completion of all work under the contract is critical. The Town will suffer financial loss if the Contractor fails to achieve final completion by the time specified herein. In such event, the total amount of the Town's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should the Contractor fail to achieve final completion within the timeframe established in each notice to proceed, the Town shall be entitled to assess, as liquidated damages, but not as a penalty, \$500.00 (Five Hundred Dollars) for each calendar day thereafter until final completion of all work under the respective notice to proceed. The Contractor expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Town's actual damages at the time of contracting if Contractor fails to complete all work within the required timeframes set forth in each notice to proceed.

3. **Permits and Fees.** The Contractor shall be responsible for applying for and obtaining all required Town permits; however, the Town will waive the fees associated with all such permits for this Project. The Town anticipates that no permits will be required from any other governmental entities.

4. **Licenses.** Each Bidder shall have the following licenses at the time of bid submittal or its bid may be disqualified:

- State of Florida General Contractor's license

Each Bidder will also be required, at the time of contract execution, to have a business tax receipt in accordance with the following:

- No person, contractor or subcontractor may conduct business within the Town without a business tax receipt.
- Any person engaging in any business, occupation or profession within the Town without a permanent business location or branch office in the Town, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality meets this requirement.

5. **Construction Bond.** Payment and Performance Bonds in accordance with the Town's Procurement Code, the resulting contract, and Section 255.05, Florida Statutes, shall be required for each associated notice to proceed (for one or more segments) issued under the resulting contract.

6. **Insurance.** Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the

laws of the State of Florida. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Certificates shall clearly indicate that the awarded bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- A. Commercial general liability, including public and contractual liability insurance with combined single limits in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.
- B. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. Workers' Compensation Insurance including Employer's Liability Insurance coverage with minimum limits of \$1,000,000 bodily injury each accident, bodily injury by disease – policy limit, and bodily injury by disease – each employee for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. The awarded bidder shall agree to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the awarded bidder enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the awarded bidder for any and all claims under the Contract. It shall be the responsibility of the awarded bidder to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

7. **Warranty.** The successful Bidder agrees to a contract provision as follows: Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the resulting Contract and not be defective. Contractor warrants that all materials and parts supplied under the Contract shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under the Contract will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Town or its roads. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the

Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

8. **Other Special Conditions.** The Town intends to award a contract to a single contractor who is the lowest, responsive, responsible bidder. **A payment and performance bond equal to 100% of the cost of the Contract will be required prior to commencement of the work.** The project manager will send a notice to proceed to the contractor(s) after obtaining Town Manager's office or Town Council approval as applicable for each segment of the work to be completed. Each notice to proceed shall include the time for completion for each segment, and the selected contractor will comply with the same. Notices to proceed shall be in a form approved by the Town and may be sent via email, hand-delivery, courier, fax, or mail to the contractor.

SECTION 3 – MINIMUM QUALIFICATIONS

Each Bidder must meet the following minimum qualification requirements in order to be considered for award. A Bidder who fails to meet these requirements will be disqualified. All decisions on qualifications are within the Town's sole discretion.

1. Bidder must have served as prime contractor for a minimum of two similar (2) projects involving similar scope of work and similar size projects within the last thirty-six (36) months.

Complete Form B2 – Bidder's Qualifications Form

2. Bidder must possess an active license as described in the "Licenses" section above.
3. Letter establishing the Bidder's bonding capacity.

SECTION 4 - INSTRUCTIONS TO BIDDERS

1. How to Submit a Bid.

- a. Electronic submittals will only be accepted when submitted through DemandStar.
- b. Paper submittals (one original and one PDF copy, either CD or thumb drive) of the bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**Town of Loxahatchee Groves
Town Clerk
155 F Road
Loxahatchee Groves, FL 33470**

c. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, may be rejected. The time of receipt shall be determined by the time clock located in the Town Clerk's Office. Bidders are responsible for ensuring that their bid is stamped by Town personnel by the deadline indicated. The Town shall in no way be responsible for delays caused by any occurrence.

- d. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

e. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

f. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated in or attached to this IFB, all of which are incorporated herein by this reference.

2. **The Bid Package.** Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Package Cover Sheet
- B2 Bidder's Minimum Qualifications
- B3 Bid Form (including Road Segment Lump Sum Prices & Schedule of Prices)
- B4 Substitution Sheet
- B5 Schedule of Subcontractors
- B6 Contractor Verification Form
- B7 List of References
- B8 Affidavit of Prime Bidder - Non-Collusion and Public Entity Crimes
- B9 Drug-Free Workplace Certification
- B10 Contractor's Material Suppliers
- B11 Contractor's Existing and Projected Workload Form
- B12 Scrutinized Companies Certification Form
- B13 Conflict of Interest Statement
- B14 State of Florida E-Verify Form
- B15 Letter Establishing Bidder's Bonding Capacity

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Town. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. **Completion of Bid Submission Package.**

a. It is the responsibility of the Bidder to ensure that all pages are included. All Bidders are advised to closely examine this IFB.

b. All bids must be submitted on the provided Bid forms. Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). Failure to submit a duly signed bid may be cause for rejection of the bid.

4. **Errors/Erasures/Corrections.**

a. Bids having erasures or corrections must be initialed in ink by the Bidder. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. **Bid Prices.** All prices shall remain valid for one hundred and twenty (120) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Prices and Segment Lump Sum Prices. The Town will direct purchase all rock material needed for inclusion in the work. Direct purchases by the Town will reduce or eliminate taxes paid on rock material. Direct purchases by the Town will be completed in accordance with Rule 12A-1.094, Florida Administrative Code. To initiate a direct purchase, the successful bidder shall transmit an Owner Purchase Order Request to the Town identifying the vendor and material (including delivery requirements) to be purchased directly by the Town to be used in the work, specifically noting the segment of the work for which the material will be used. The Town will issue a purchase order to the vendor, the vendor will invoice the Town directly, and the Town will pay the vendor directly for all direct purchases. All materials directly purchased by the Town for the Project shall be delivered to the work site identified by the successful bidder in the Owner Purchase Order Request. The Town will complete the required Certificate of Entitlement for all direct purchases and the vendor and successful bidder must each retain a copy of the Certificate of Entitlement and the associated purchase order as part of its records related to the Project.

6. **Substitutions.** If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. **Subcontracting and Reporting.** If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The Town reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The Town reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Prime Contractor shall be required to self-perform and construct a minimum of 50% of each segment of the work under any given notice to proceed. Subcontracting out more than 50% of the work may constitute cancellation of the resulting contract.

The Bidder shall submit for the Town's review and approval, as part of their bid submission, a sample copy of the company's daily reporting format for reporting the progress of construction. This format shall

include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. **Bid Bonds or Deposits.** Each bid must be accompanied by a bid bond or a deposit in a sum of not less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars (\$100) need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the Town.
4. U.S. Postal Money Order.

All checks and orders must be made payable to the Town of Loxahatchee Groves. The Town reserves the right to hold the bid security until a contract is properly executed and proof of the required insurance and bond(s) is provided. If any bidder presented with a contract fails to execute such contract with the Town and/or provide the required insurance and bonds within ten (10) calendar days of receipt of the contract, the Town shall be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract and proof of the required insurance and bonds.

9. **Certification and Licenses.** Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County or municipality in which the Bidder's principal place of business is located and in accordance with the Chapter 22, Article V Local Business Tax of the Town's Code of Ordinances.

10. **No Lobbying – Cone of Silence.** In accordance with the Palm Beach County Lobbyist Registration Ordinance, the cone of silence will be in effect as of the due date for proposals in response to this IFB. In summary, the cone of silence prohibits communication between certain Town officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all responses or some other action by the Town to end the selection process.

11. **Conflict of Interest and Ethics Requirements.** This IFB is subject to the State of Florida Code of Ethics, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. Accordingly, there are prohibitions and limitations on the employment of Town officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review all the codes mentioned herein to ensure compliance with the same.

12. **Public Entity Crimes.** Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the Town for 36 months following the date of being placed on the convicted vendor list.

13. **Inquiries and Addenda.** Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Town Clerk
Town of Loxahatchee Groves
155 F Road, Loxahatchee Groves, FL 33470
E-mail: voakes@loxahatcheegrovesfl.gov

Any addenda or other modification to the Bid documents will be issued by the Town prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the Town or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

14. **Acceptance; Rejection; Cancellation.** This IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the Town. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the Town. The Town reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature may be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the Town or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the Town or its employees.

The Town reserves the right to waive any nonmaterial irregularities. Nonmaterial irregularities are those irregularities which do not substantially affect price and/or competition. Bids may be considered nonresponsive and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the Town, unbalanced either in excess of or below the reasonable cost analysis values; 7) bids are in excess of the approved budget for the project.

15. **Selection of Bidder with Whom to Contract.** The selection of a bidder with whom to contract shall be based on the lowest responsive, responsible bidder.

16. **Posting of Award Tabulations.** The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at Town Hall, 155 F Road, Loxahatchee Groves, FL and posted on the Town's website.

17. **Contract.** The Town and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the Town. In the event a contract is not executed with the selected bidder and Town reserve the right to select the next lowest responsible and responsive bidder and to contract with said bidder. The Town's standard contract is attached hereto as **Exhibit C** and incorporated herein.

18. **Procurement Code.** The Town's Procurement Code, sections 2-132 to 2-137 of the Town's Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

19. **Costs.** All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

20. **E-Verify.** Pursuant to Section 448.095(5), Florida Statutes, the successful bidder shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the resulting contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under the contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of the contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the contract; and
6. Be aware that if the Town terminates the contract under Section 448.095(5)(c), Florida Statutes, the bidder may not be awarded a public contract for at least 1 year after the date on which the contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the contract.

21. **Town is Document Gatekeeper.** This IFB is issued directly by the Town and the Town shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Town Clerk's Office. The Town is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the Town's) or other sources not connected with the Town and the Bidder should not rely on such sources for information regarding any solicitation made by the Town.

22. **Minority Enterprise.** Documentation to support a Bidder as a Minority Enterprise as certified by the State of Florida must be submitted with a Bidder's bid in response to the IFB. Documentation submitted after the bid deadline will be rejected.

23. **Property of the Town.** All materials submitted in response to this IFB become the property of the Town. The Town has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

24. **Disclosure and Disclaimer.** The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the Town, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with Town representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any bid or proposal conforming to these requirements will be selected for consideration, negotiation or approval.

Any action taken by the Town in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of

an award, shall be without any liability or obligation on the part of the Town, or their advisors. Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

25. **Compliance.** All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

26. **Office of the Inspector General.** In accordance with Palm Beach County ordinance number 2011-009, this IFB and resulting contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the resulting contract justifying its termination. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

27. **Scrutinized Companies.** The bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate the resulting contract at its sole option if the bidder or any of its subcontractors are found to have submitted a false certification; or if the bidder or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the contract including any and all renewals. If the resulting contract is for one million dollars or more, the bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate the contract at its sole option if the bidder, or any of its subcontractors are found to have submitted a false certification; or if the bidder or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of the contract.

The bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the resulting contract. The bidder agrees that the certifications in this section shall be effective and relied upon by the Town for this solicitation and the term of any resulting contract, including any and all renewals. The bidder agrees that if it or any of its subcontractors' status changes in regard to any certification herein, the bidder shall immediately notify the Town of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

28. **Non-Discrimination.** The bidder shall not discriminate against any person in its operations, activities or delivery of services. The bidder shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin,

marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

29. **Quantities.** The quantities of materials to be furnished under the resulting contract, if given in the Bid, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The Town does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder place misunderstanding or deception because of such estimate or quantities. Payment to the successful contractor will be made only for the actual quantities of material furnished in accordance with the Contract Documents, and it is understood that the quantities may be increased or diminished in the sole discretion of the Town without in any way invalidating any of the Bids. Further, the Bidder understands that the Town may elect to construct only a portion of the work covered by these documents and the Bidder agrees to perform that portion of the work given to the Bidder, if successful, at the prices quoted.

30. **OSHA.** The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

31. **Examination of Contract Documents and Site Conditions.** It is the responsibility of each Bidder before submitting a Bid, to: (1) Examine and carefully study the Bidding Documents thoroughly and request and carefully study any other required data; (2) Visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect costs, progress, performance or furnishing of the work; (3) Become familiar with and satisfy Bidder as to all federal, state, and local laws, rules, regulations, codes, ordinances, directives and guidelines that may affect cost, progress, performance or furnishing of the work; (4) Request or otherwise obtain and carefully study any reports, test and drawings related to surface, subsurface and physical conditions and hazardous environmental conditions; (5) Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the Bidding Documents; and any site-related reports and drawings, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the work; the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; (6) Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the work at the price bid and in accordance with the other terms and conditions of the Bidding Documents; (7) Become aware of the general nature of the work to be performed by the town and others, if any, at the site that relates to the work; (8) Promptly give the Town or Engineer or Contract Administrator written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Town is acceptable to the Bidder; and (9) Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work. The submission of a Bid will constitute the incontrovertible representation by Bidder that Bidder has complied with every requirement of this paragraph.

32. **Contractor's Interests.** Please be advised that pursuant to section 287.05701, Florida Statutes, as amended from time to time, the Town may not request documentation of or consider a contractor's social, political, or ideological interests when determining if the contractor is responsible. Further, the

Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.

END OF SECTION 4 - INSTRUCTIONS TO BIDDERS

BID PACKAGE COVER SHEET

IFB #2024-01

Project Title: Town FY24 Road Improvement Program

Bidder Company Name:

.....

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Bidder's Minimum Qualifications (B2)
- _____ 3. Bid Form (Road Segment Lump Sum Prices and Schedule of Prices) (B3)
- _____ 4. Substitution Sheet (B4) - If none, mark "none".
- _____ 5. Schedule of Subcontractors (B5) - If none, mark "none".
- _____ 6. Contractor Verification Form (B6) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 7. List of References (B7)
- _____ 8. Affidavit of Prime Bidder - Non-collusion and Public Entity Crimes (B8)
- _____ 9. Drug-Free Workplace Certification (B9)
- _____ 10. Contractor's Material Suppliers (B10)
- _____ 11. Contractor's Existing and Projected Workload Form (B11)
- _____ 12. Scrutinized Companies Certification Form (B12)
- _____ 13. Conflict of Interest Statement (B13)
- _____ 14. State of Florida E-Verify Form (B14)
- _____ 15. Letter Establishing Bidder's Bonding Capacity (B15)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL, TWO (2) PHOTOCOPIES AND ONE (1) ELECTRONIC (CD) copy of your Bid package.

AVOID BID REJECTION: All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

IFB # 2024-01

BIDDER'S MINIMUM QUALIFICATIONS

Each Bidder must provide two (2) similar projects within the last thirty six (36) months to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the Town may check references.

****Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.**

Bidder's Name: _____

PROJECT (FIRST PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, roadway, concrete, striping/signage, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name & Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

PROJECT (SECOND PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, roadway, concrete, striping/signage, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name: Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other project as proof of prior experience in the last 36 months (with no more than five (5) projects submitted).

BID FORM

IFB # 2024-01

Proposal of: _____
(Bidder Name)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the unit prices set forth below.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his/her full satisfaction examined the attached Scopes of Work, terms and conditions, technical specifications, sample contract, form of bonds (as applicable), together with the accompanying plans, if any, and Bidder has read all issued addenda.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining the required bonds and certificate(s) of insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the Town, as such documents are required to commence the work.
5. Bidder understands that the time for completion for each segment of the work shall be set forth in the respective notice to proceed. Such time for completion shall begin on the date of the notice to proceed or such other date included therein. Contractor agrees that it shall comply with such timelines.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.
9. The successful bidder shall be responsible for ensuring that all debris will be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards. Each site shall be kept free from accumulations of waste materials, rubbish, and other debris.
10. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

11. The following officer, director or agent of the Bidder is also an employee of the Town.

Name

Address

12. The following employee(s) of the Town, either directly or indirectly, owns an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name

Address

13. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

14. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

15. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

16. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

(B3 cont'd)

<i>Paving Segment</i>	<i>Location</i>	<i>Price per Segment*</i>
1	Gruber Road from C Road to D Road	
2	East Citrus Drive from E Road to F Road	
3	161 st Terrace North from A Road to End	
4	Global Trail from North Road to End	
5	West C Road from Forest Ln to Robert Way	

ROAD SEGMENT LUMP SUM PRICES

6	Kerry Lane, South of Okeechobee Road, West of F Road	
7	24 th Ct N, North of Okeechobee Blvd, West of F Road	
8	24 th Court North, North of Okeechobee Blvd, East of F Road	
9	147 th Avenue North	
10	West D Road, North of Southern Blvd, West of D Rd	
11	Casey Road, East of F Road, West of Folsom Rd	
12	B Road from existing pavement stop to North Road	
13	North Road from B Road to C Road	

Total Bid Amount: _____ \$ _____

***Award will be based on Total Bid Amount plus the unit price for mobilization. Please be aware that the lump sum price for each segment SHALL NOT INCLUDE THE MOBILIZATION UNIT PRICE which shall be added for each Notice to Proceed issued for one or more segments. Each road segment lump sum price will be based upon the unit prices included in the Schedule of Prices (other than mobilization as mentioned above).**

SCHEDULE OF PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work required in the Scope of Work for the Road Segment Lump Sum Prices (B3) and for mobilization. In the event additional work is added and/or removed to this contract by Change Order, the following unit prices will be utilized (as applicable).

No.	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	Mobilization	Each	
2	Finish Baserock	Square Yard	
3	Prime Baserock	Square Yard	
4	2" SP-12.5 Asphalt	Square Yard	
5	6" White Thermoplastic Stripe	Linear Feet	
6	6" Yellow Thermoplastic Stripe	Linear Feet	
7	Seminole Speed Table	Each	
8	24" Stop Bar	Each	

9	Speed Table Pavement Marking (Chevrons)	Each	
10	Permitting	Each	
11	OGEM Leveling	Square Yard	

***The Contractor agrees to charge the Town for one mobilization unit for each notice to proceed issued even if such notice to proceed includes more than one segment. Further, the Contractor agrees that if the Contractor receives a subsequent notice to proceed near the location of the existing work, no mobilization fee shall be charged for the subsequent notice to proceed.**

Name of Firm: _____

HQ Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B4)

IFB # 2024-01

SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any IFB requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan.

Associated "Add" or "Deduct" must be provided.

**DESCRIPTION OR MAKE
BID ITEM NO. SPECIFIED**

**PROPOSED
SUBSTITUTION**

ADD

DEDUCT

_____ \$ _____ \$ _____

		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____

IFB # 2024-01

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

		Dollar amount of subcontract work
1.	<div><div>(company name)</div><div>(address)</div><div>(zip code)</div></div> <div><div>(type of work)</div><div>(tel. #)</div><div>(federal I.D. #)</div></div>	\$
2.	<div><div>(company name)</div><div>(address)</div><div>(zip code)</div></div> <div><div>(type of work)</div><div>(tel. #)</div><div>(federal I.D. #)</div></div>	\$
3.	<div><div>(company name)</div><div>(address)</div><div>(zip code)</div></div> <div><div>(type of work)</div><div>(tel. #)</div><div>(federal I.D. #)</div></div>	\$

Total dollar amount to be awarded to sub-contractors (this page) \$

*** The Bidder shall submit for the Town’s review and approval, as part of his/her bid submission, a sample copy of its company’s daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas. Please attach sample of daily reporting format to this page.**

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Town for approval prior to that subcontractor performing any work.

IFB # 2024-01

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

CONTRACTOR OF RECORD:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

_____ Yes _____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

_____ Yes _____ No

Failure to fully or accurately complete this form may be cause for rejection of the bid.

IFB # 2024-01

LIST OF REFERENCES

1. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

IFB # 2024-01

AFFIDAVIT OF PRIME BIDDER
Non-collusion and Public Entity Crime

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Loxahatchee Groves (the "Town"), or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the Town.
_____ (if none, write "None").
6. The following employees of the Town, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2024, by _____, who is _____ (title) of _____ and who is personally known to me or who has produced _____ as identification.

Notary Public

IFB # 2024-01

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____,

I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

IFB # 2024-01

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.

Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax

IFB # 2024-01**CONTRACTOR'S EXISTING AND PROJECTED WORKLOAD FORM**

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.

Failure to fully and accurate complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date

IFB # 2024-01

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____
(hereinafter, the “Contractor”), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor and its subcontractors are not on the Scrutinized Companies that Boycott Israel List nor is the Contractor or its subcontractors engaged in a boycott of Israel.
3. The Contractor and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
4. If awarded a contract, the Contractor and its subcontractors agree to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. The Contractor agrees that if it or any of its subcontractors’ status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of any resulting contract, including any and all renewals.
7. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate any resulting contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are in violation of these provisions or the statute during the term of any resulting contract including any renewals.

CONTRACTOR:

By: _____ Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 202____, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission expires: _____

(B13)

IFB # 2024-01

CONFLICT OF INTEREST STATEMENT

This Invitation for Bid (IFB) is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the Town any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Town of Loxahatchee Groves Code of Ethics for Public Officers, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR CONTRACT, IF ONE IS ENTERED INTO.

By: _____ Date: _____

Print Name: _____

Title: _____

Company Name: _____

IFB # 2024-01

STATE OF FLORIDA E-VERIFY FORM

Contract No:

Financial Project No(s):

Project Description:

Contractor acknowledges and agrees to the following:

Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the resulting contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under the contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of the contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the contract; and
6. Be aware that if the Town terminates the contract under Section 448.095(5)(c), Florida Statutes, Contractor may not be awarded a public contract for at least 1 year after the date on which the contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the contract.

Authorized Signature: _____

Company/Firm: _____

Print Name: _____

Title: _____

Date: _____

(B15)

IFB # 2024-01

LETTER ESTABLISHING BIDDER'S BONDING CAPACITY

IFB # 2024-01

EXHIBIT A

TOWN FY24 ROAD IMPROVEMENT PROGRAM **LIST AND SEQUENCING OF ROADS TO BE IMPROVED**

Below is the expected sequencing and description of each segment of the Project. The sequencing of the Project may be amended at the written direction of the Public Works Director.

Paving Segment 1:

Gruber Road from C Road to D Road,

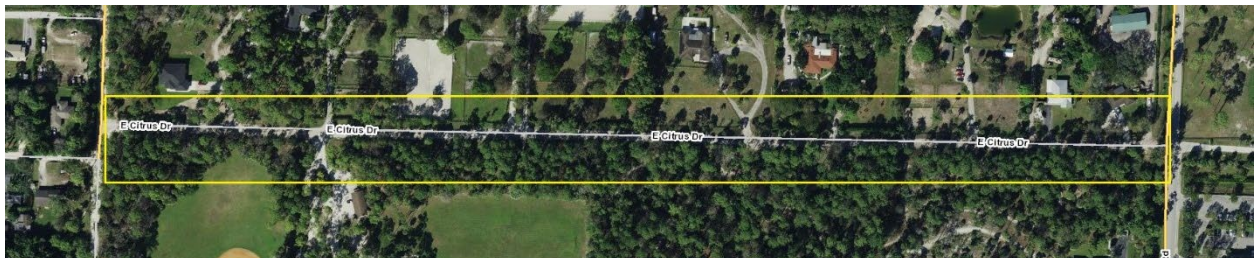
- Proposed length 2,640 feet, proposed width 18', and crowned,
- Segment to include:
 - Two Seminole style speed tables placed equilaterally between the segment,
 - Two Stop Bars.



Paving Segment 2:

East Citrus Drive from E Road to F Road,

- Proposed length 2640 feet, proposed width 20', and sloped to the North,
- Segment to include:
 - Three Seminole style speed tables placed equilaterally between the segment,
 - Two Stop Bars.



Paving Segment 3:

161st Terrace North from A Road to end,

- Proposed length 10,560 feet, proposed 18' sloped to the West or South,
- Segment to include:
 - Eight Seminole style speed tables placed equilaterally between the segment,
 - One Stop Bar,
 - One Tee at the North end of the project.

Paving Segment 4:

Global Trail from North Road to End,

- Proposed length 2,112 feet, 16' crowned,
- Segment to include:
 - One Seminole style speed table placed equilaterally between the segment,
 - Two Stop Bars,
 - One Tee at the North end of the project,
 - Nine 18' by 40' aprons located on North Road, 40th St N (Both Sides), 41st Ct N (West Side), 41st Ct N (East Side), 42nd Rd N (Both Sides), and 43rd Rd N (Both Sides).



Paving Segment 5:

West C Road from Forest Ln to Robert Way,

- Proposed length 1,584 feet, 16' sloped to the West,
- Segment to include:
 - One Seminole style speed table placed equilaterally between the segment,
 - Two Stop Bars,
 - Five 18' by 40' aprons located on Forest Lane, Scott Place, Williams Drive, Robert Way.



Paving Segment 6:

Kerry Lane, South of Okeechobee Road, West of F Road,

- Proposed length 1,584 feet, 16' sloped to the West,
- Segment to include:
 - Three Seminole style speed tables placed equilaterally between the segment,
 - Two Stop Bars,
 - Three 18' by 40' aprons located on Edith Road, Fox Trail, and Farley Rd

Paving Segment 7:

24th Ct N, North of Okeechobee Blvd, West of F Road,

- Proposed length 2,112 feet, 16' crowned,
- Segment to include:
 - Six Seminole style speed tables placed equilaterally between the segment,
 - One Stop Bar,
 - One Tee at the West end of the project.



Paving Segment 8:

24th Court North, North of Okeechobee Blvd, East of F Road,

- Proposed length 2,112 feet, 16' crowned,
- Segment to include:
 - One Seminole style speed table placed equilaterally between the segment,
 - One Stop Bar,
 - One Tee at the West end of the project.



Paving Segment 9:

147th Avenue North,

- Proposed length 526 feet, 16' crowned,
- Segment to include:
 - One Stop Bar,
 - One Tee at the West end of the project.



Paving Segment 10:

West D Road, North of Southern Blvd, West of D Rd,

- Proposed length 1,584 feet, 16' Slope to the West,
- Segment to include:
 - One Seminole style speed table placed equilaterally between the segment,
 - Four Stop Bars,
 - Four 18' by 40' aprons located at 245 W D Rd, Tangerine Dr, Temple Dr, 6th Ct N.



Paving Segment 11:

Casey Road, East of F Road, West of Folsom Rd,

- Proposed length 3,820 feet, 20' crowned,
- Segment to include:
 - Three Seminole style speed tables placed equilaterally between the segment,
 - Two Stop Bars,
 - No aprons.



Paving Segment 12:

B Road from existing pavement stop to North Road,

- Proposed length 2,640 feet, 18' Sloped to the East,
- Segment to include:
 - Two Seminole Style speed tables placed equilaterally between the segment,
 - One Stop bar,
 - No Aprons.



Paving Segment 13:

North Road from B Road to C Road,

- Proposed length 2,640 feet, 18' Sloped to the South,
- Segment to include:
 - Two Seminole Style speed tables placed equilaterally between the segment,
 - No Stop bar,
 - No Aprons.



IFB # 2024-01

EXHIBIT B

SCOPE OF WORK

- Mobilization,
- Obtaining Town Permits will be the responsibility of the contractor. NOTE: The Town will not charge contractor permit fees,
- Furnishing and installing of additional base rock - or note for direct purchase by Town,
- Finish & Prime Existing Base rock,
- Leveling at OGEM Section (where necessary),
- Tack at OGEM Section (where necessary),
- 2" SP-12.5, TL-C Asphalt, including 40 ft aprons at intersections,
- Install Seminole Style Speed Tables,
- 6" Solid White Thermoplastic Striping,
- 6" Solid Yellow Thermoplastic Striping (double center line),
- 24" Stop Bars,
- Speed Table Markings.

Not Included

- Engineering, layout and as-builts,
- Clearing, earthwork and/or swale grading,
- Speed table signs.

Other Considerations

- Road width alterations to be requested in writing for approval by the Public Works Director,
- Final quantities and payment of unit priced items to be based upon actual measurement,
- Finishing of existing base is based on that the roadway has sufficient base thickness and width,
- Finishing of existing base includes balancing, scarifying, watering, grading and compacting of base to existing profiles and cross-slope to facilitate an even asphalt pavement depth,
- Prior to initiating work on any individual roadway segment the Contractor shall have consulted with the Project Manager and received the Project Manager's concurrence on the estimated amount of material to be placed on that particular roadway segment.

Other Assumptions

- Number of included mobilizations as well as cost of any additional or paving mobilization(s),
- No other items included or excluded unless specifically stated.

IFB # 2024-01

**EXHIBIT C
TOWN'S STANDARD CONTRACT**

CONTRACT FOR TOWN FY24 ROAD IMPROVEMENT PROGRAM

THIS CONTRACT for the Town FY24 Road Improvement Program ("Contract") is by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation ("Town") and _____, a Florida corporation, with its principal address at _____ ("Contractor").

WHEREAS, the Town requires a responsible and experienced contractor to provide road prep work, paving, striping, speed tables, and other miscellaneous roadway related construction work services to complete its FY24 Road Improvement Program ("Program"); and

WHEREAS, the Town issued Invitation for Bid No. 2024-01 for the Town FY24 Road Improvement Program ("IFB") (incorporated herein as if set forth in full) and the Contractor was found to be the lowest responsible, responsive bidder and was awarded the IFB; and

WHEREAS, the Town desires to award the IFB to the Contractor for the Program; and

WHEREAS, the Town finds that awarding the IFB to the Contractor and entering into this contract with the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the Town hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. GENERAL INFORMATION.

1.1 Scope of Work. The Contractor shall provide the Program work as requested by the Town and as required herein. The general nature of the work to be provided by the Contractor under this Contract are construction services for the Program as described in detail in the IFB (including but not limited to its Scope of Work, technical specifications, drawings, etc.) for the Town's roads included in the "List and Sequencing of Roads to be Improved" attached as **Exhibit A** hereto and incorporated herein. The Town may request work hereunder through the issuance of a notice to proceed (in a form approved by the Town) which may be issued via hand-delivery, email, courier, fax, or mail. The IFB is incorporated herein as if set forth in full herein, and its requirements shall apply to the work performed hereunder, except as otherwise amended by this Contract.

1.2 Contract Documents. The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract (including the recitals, i.e., whereas clauses, and all exhibits referenced herein or attached hereto), Contractor's Schedule of Prices and Segment Lump Sum Prices (attached hereto as composite **Exhibit B** and incorporated herein), the IFB (including, but not limited to, the addenda, attachments, exhibits and any plans, drawings, etc. issued herewith), except as amended herein, and any notices to proceed, work orders, purchase orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or

discrepancy in the Contract Documents, the Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Change Orders or Contract amendments
Second Priority:	This Contract
Third Priority:	Notices to Proceed
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean **the Town Manager or designee, Town of Loxahatchee Groves, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the price shall require a formal change order or contract amendment, reviewed by the Town Attorney and executed by the Town Manager or the Town Council (depending on the authority set forth in the Town's Procurement Code).

1.4 **Term.** This Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the term of this Contract shall be through **September 30, 2024**. This Contract may be extended to allow for completion of the Program by a written amendment signed by both parties.

1.5 **Compensation.** The Contractor shall be paid in accordance with the Road Segment Lump Sum Prices and the Schedule of Prices which are attached hereto and incorporated herein as composite **Exhibit B**. All such prices shall remain the same for the Contract term including any extensions. The total Contract price shall not exceed _____ (\$_____.00) unless otherwise approved by the Town Council. The Town is exempt from the payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Town, nor is the Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** The Town will issue a notice to proceed for each segment or for multiple segments, at the discretion of the Town. The time for completion of each segment shall be included in the notice to proceed.

2.2 **Liquidated Damages.** The Town and Contractor recognize that time is of the essence under this Contract and that the Town will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in the applicable notice to proceed. The Town and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified in each notice to

proceed. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town five hundred dollars (\$500.00) for each day that expires after the time specified in the applicable notice to proceed.

Article 3. PAYMENT PROCEDURES.

3.1 **Generally.** The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Program. Contractor's invoices shall be submitted to:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, Florida 33470

The Town's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the Town will make payment in accordance with the Contract Documents. If not approved, the Town will notify the Contractor within twenty (20) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 **Direct Purchases.** The Town will direct purchase all rock material needed and provide same to the Contractor for inclusion in the work. Direct purchases by the Town will reduce or eliminate taxes paid on rock material. Direct purchases by the Town will be completed in accordance with Rule 12A-1.094, Florida Administrative Code. To initiate a direct purchase, the Contractor shall transmit an Owner Purchase Order Request to the Town identifying the vendor and material (including delivery requirements) to be purchased directly by the Town to be used in the work, specifically noting the segment of the work for which the material will be used. The Town will issue a purchase order to the vendor, the vendor will invoice the Town directly, and the Town will pay the vendor directly for all direct purchases. All materials directly purchased by the Town for the Project shall be delivered to the work site identified by the Contractor in the Owner Purchase Order Request. The Town will complete the required Certificate of Entitlement for all direct purchases on the form attached hereto as **Exhibit C**. The Contractor shall retain a copy of the Certificate of Entitlement and the associated purchase order as part of its records related to the Project.

3.3 **Payments.** Payment to the Contractor shall be made pursuant to the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, the Town will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract.

3.4 **Substantial Completion.** Upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall

include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

3.5 Final Invoice. Upon final completion and acceptance of the work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Program (if other than the Town), the Contractor shall submit a “final invoice” to the Town. In order for both parties to close their books and records, the Contractor will clearly state “FINAL” on the Contractor’s final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor’s Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.

3.6 Good Faith Disputes. Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

3.7 Final Payment. Final payment shall not become due until the Contractor and all of its subcontractors submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

3.8 Waiver of Claims. Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS.

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the Town for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Town. All of the Contractor’s personnel (and all subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of subcontractor or subcontractor’s personnel furnished by the Contractor upon written notice by Town to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the Town without any mark-up by the Contractor. All subcontractors must provide the same level and

type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY; INSURANCE.

5.1 Indemnity. The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Town, its council, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Town and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Town and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Town shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Town before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Town and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Town, be detrimental in any material respect to the Town's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Town; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification nor any other provision in the Contract Documents shall be construed as consent to be sued nor as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time. The parties agree that the monetary limits of Section 768.28(5), Florida Statutes, apply regardless of whether such limits would apply in the absence of this clause. The parties hereby agree that the provisions and limitations set forth in Section 768.28, Florida Statutes, are deemed to apply to this Contract to claims or actions in tort and/or contract.

5.2 Insurance. Contractor shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. In the case of any claims-made policy,

the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- A. Commercial general liability, including public and contractual liability insurance with combined single limits in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.
- B. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. Workers' Compensation Insurance including Employer's Liability Insurance coverage with minimum limits of \$1,000,000 bodily injury each accident, bodily injury by disease – policy limit, and bodily injury by disease – each employee for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. The Contractor shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. It shall be the responsibility of the Contractor to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

Article 6. PUBLIC CONSTRUCTION BOND.

The Contractor must provide the Town with a public construction bond for the scope of work under this Contract in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a certified copy of the recorded bond must be provided to the Town prior to the Contractor providing any services under this Contract. The cost of the bond shall be a direct pass through cost to the Town without any mark-up by the Contractor. If the provisions of the bond require notice to be given to a surety of any change affecting the general scope of work or the provisions of the Contract Documents (including but not limited to the Contract price or times), the giving of any such notice will be Contractor's responsibility. The amount of the bond will be adjusted to reflect the effect of any such change.

The public construction bond shall be on forms attached hereto as **Exhibit D** or substantially similar, as approved by the Town. The bond shall be in an amount not less than the total Contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the Town, a Surety Company shall comply with the following provisions:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code prior to the Contractor receiving each notice to proceed from the Town for each applicable segment(s).
- (e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

Article 7. TERMINATION.

7.1 Termination by Town. The Town may terminate this Contract if the Contractor is in default as follows:

- (a) Refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) Disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) Takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) Fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) Otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety (if applicable), three (3) days' written notice, and five (5) days to cure, terminate the Contract and may:

- (a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and,
- (b) Finish the work by whatever reasonable method the Town may deem expedient.

The Contractor and its surety shall be liable for any damage to the Town, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished. Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

7.2 Termination by the Town for Convenience. The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall:

- (a) Cease operations as directed by the Town in the notice;
- (b) Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and
- (c) Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work satisfactorily executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

Article 8. MISCELLANEOUS.

8.1 **Successors and Assigns.** The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.2 **Changes.** Additional work, changes to the Contract's/notice to proceed's price or time, is subject to the Town's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the scope or time.

8.3 **Headings.** The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

8.4 **Counterparts.** This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

8.5 **Entire Agreement; Amendments; Waiver.** This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

8.6 **Binding Effect.** This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.7 **Applicable Laws; Venue.** This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for

state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

8.8 **No Third Party Beneficiary.** This Contract shall create no rights or claims whatsoever in any third party.

8.9 **Severability.** If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8.10 **Effective Date.** The effective date of this Contract is the date the Contract is approved by the Town Council.

8.11 **Public Records.** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under Section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Town.
- (d) Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, TOWNCLERK@LOXAHATCHEEGROVESFL.GOV, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

8.12 **Preparation.** This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

8.13 **Palm Beach County Inspector General.** In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

8.14 **Delays.** Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Town. Otherwise, the Contractor shall be entitled only to extensions of the contract times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

8.15 **Remedies; Enforcement Costs; Waiver of Jury Trial; No Lien Rights; Limitation of Liability.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS.** The Contractor shall have no lien rights regarding any property owned by the Town. The Town shall not be liable to the Contractor for any special, incidental or consequential damages of any kind whether or not caused by the Town's negligence even if the parties have been advised of the possibility of such damages.

8.16 **Compliance with Laws.** Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

8.17 **Ownership of Documents.** All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the Town. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the Town all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to Town such instruments of transfer and take such other action that Town may reasonable request, including, without limitation, executing and filing, at Town's expense, copyright applications, assignments and other documents required for the protection of Town's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Program. The Town grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a

portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to Town. Any modifications made by the Town to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Town's sole risk and without liability to the Contractor.

8.18 **Survivability.** Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

8.19 **Notice.** Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, FL 33470

and to the Contractor as follows:

Either party may amend this provision by written notice to the other party.

8.20 **Conflicts of Interest.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Contractor. The Town agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Town shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Contractor under the terms of this Contract.

8.21 **Discrimination.** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

8.22 Warranty. Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the IFB and this Contract and not be defective. Contractor warrants that all materials and parts supplied under this Contract shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under this Contract will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Town or its roads. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

8.23 Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Contractor certifies that they, their affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

8.24 Access and Audits. The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract Documents. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

8.25 Scrutinized Companies. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Contract, including any and all renewals. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

8.26 E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
6. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

IN WITNESS WHEREOF, the Town and Contractor have caused this Contract for Town FY24 Road Improvement Program to be executed the day and year last executed below.

TOWN OF LOXAHATCHEE GROVES

Date: _____

By: _____
Laura Danowski, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Town Clerk

Office of the Town Attorney

CONTRACTOR: _____

[Corporate Seal, if required]

By: _____

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 2024, by _____ [name], as _____ [title] of _____, a _____, authorized to do business in

the State of Florida and who is personally known to me or who has produced the following as identification: _____.

[Notary Stamp]

Signature of Notary Public

EXHIBIT C

CERTIFICATE OF ENTITLEMENT FOR DIRECT PURCHASE

The undersigned authorized representative of the Town of Loxahatchee Groves, Florida (Town), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with _____ (Contractor) for the construction of Town FY24 Road Improvement Program, segment _____.

Town affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

Initial each of the following requirements.

- _____ 1. The attached Purchase Order is issued directly to the Vendor supplying the tangible personal property the Contractor will use in the identified public works.
- _____ 2. The Vendor's invoice will be issued directly to Town.
- _____ 3. Payment of the Vendor's invoice will be made directly by Town to the Vendor from public funds.
- _____ 4. Town will take title to the tangible personal property from the Vendor at the time of purchase or of delivery by the Vendor.
- _____ 5. Town assumes the risk of damage or loss at the time of purchase or delivery by the Vendor.

Town affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S. and Rule 12A-1.094, F.A.C., Town will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Town will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Francine Ramaglia, Town Manager

Purchaser's Name (Print or Type)

Date

Federal Employer Identification Number: _____

Telephone Number: _____

Copy of the Purchase Order must be attached to this Certificate of Entitlement.

Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the books and records of the Vendor and the Contractor.

EXHIBIT D

PUBLIC CONSTRUCTION BOND FORM

Record and Return to:

TOWN OF LOXAHATCHEE GROVES

PAYMENT AND PERFORMANCE BOND

(Pursuant to sec. 255.05, Fla. Stat.)

Surety Bond No. _____

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Name:

Principal Business Address:

Telephone Number:

SURETY:

Name:

Principal Business Address

Telephone Number:

OWNER:

Town of Loxahatchee Groves

155 F Road

Loxahatchee Groves, FL 33470

(561) 793-2418

CONTRACT: Town FY24 Road Improvement Program

Date:

Amount:

Description (Name and Location):

General Description of Work:

BOND

Date:

Amount:

Modifications to this Bond Form:

BY THIS BOND, we, _____ as Principal, and _____, a corporation, as Surety, are bound to the **Town of Loxahatchee Groves, Florida**, herein called Owner, in the sum of \$ _____ (_____) for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the work set forth in the above noted **Town FY24 Road Improvement Program Contract**, dated _____, 2024, between Principal and Owner, with the Contract and all Contract Documents (as defined in the Contract) being made a part of this Bond by reference and hereafter referred to as the "Contract Documents," at the times and in the manner prescribed in the Contract Documents; and
2. Promptly makes payments to all claimants, as defined in section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for and in accordance with the Contract Documents; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under and in accordance with the Contract Documents for the time specified in the Contract Documents, then this Bond is void, otherwise it remains in full force.

Whenever the Principal is declared by Owner to be in default under the Contract Documents, or whenever the Contract Documents have been terminated by default of the Principal, the Surety shall:

- a. Complete the work under the Contract Documents in accordance with their terms and conditions; or,
- b. Obtain a bid or bids for submission to the Owner for completing the work under the Contract Documents in accordance with their terms and conditions, and upon determination by the Owner and Surety of the best value bidder, arrange for a contract between such bidder and the Owner and make available sufficient funds to pay the costs of completion less the balance of the contract price and other costs and damages for which the Surety may be liable hereunder; but not exceeding the amount set forth above. The term "balance of the contract price" shall mean the total amount payable by the Owner to the Principal under the Contract and any amendments or change orders thereto, less the amount properly paid by Owner to Principal.

The Surety expressly agrees to be bound by all Contract Documents terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract.

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorneys' fees, engineering and architectural fees or other professional service which the Owner may incur or which may accrue or be imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of its sub-contractors, agents, servants and/or employees, in, about or on account of the work and performance of the work in accordance with the Contract Documents by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or any changes do not affect Surety's obligation under this Bond and Surety waives notice of such changes. This Bond shall remain in full force and effect through the warranty period provided in the Contract Documents.

Any action brought under this instrument shall be brought in the competent jurisdiction in and for Palm Beach County, Florida.

Dated on: _____

(If sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary only will attest and affix seal).

Signed and sealed this _____ day of _____, 202__.

Witness

Principal

Title

(Corporate Seal)

Witness

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)

